



STATE OF MONTANA

INVITATION FOR BID (IFB)

(THIS IS NOT AN ORDER)

IFB Number:
IFB 0910030-JG

IFB Title:
Janitorial Services – Polson, MT

IFB Due Date and Time:
Thursday April 30, 2009
2 p.m., Local Time

Number of Pages: 26

ISSUING AGENCY INFORMATION

Procurement Officer:
Jennifer Garza

Issue Date:
Thursday March 26, 2009

Department of Public Health & Human Services
Central Purchasing Office
111 N Sanders, Rm 8
Helena MT 59601

Phone: (406) 444-2851
Fax: (406) 444-7358
TTY Users, Dial 711

Website: <http://gsd.mt.gov/>

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR BID AND
ANY REQUIRED DOCUMENTS TO THE
ADDRESS LISTED ABOVE UNDER "ISSUING
AGENCY INFORMATION."**

Mark Face of Envelope/Package:

IFB Number: IFB0910030-JG
IFB Due Date: Thursday April 30, 2009 2 p.m.

Special Instructions:
A **mandatory Pre-Bid Walk Through** will be
held on **Friday April 3, 2009 at 10:30 a.m.**
See section 1.3 for details.

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days

Delivery Date:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

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Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related

accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain

the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 2/09

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The STATE OF MONTANA, Department of Public Health & Human Services (hereinafter referred to as "the State") is soliciting bids for Janitorial Services at 826/830 Shoreline Drive, Polson MT. A more complete description of the supplies and/or services sought is provided in Section 3 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of 1 years beginning July 1, 2009 and ending June 30, 2010. Renewals of the contract, by mutual agreement of both parties, may be made at 1-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of 4 years, at the option of the State.

1.2 INSTRUCTIONS TO BIDDERS

1.2.1 Procurement Officer Contact Information. Contact information for the procurement officer is as follows:

Procurement Officer: Jennifer Garza
Address: 111 N Sanders Rm 8 Helena MT
Telephone Number: 406-444-2851
Fax Number: 406-444-7358
E-mail Address: jgarza@mt.gov

1.2.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Procurement Officer in writing. The bidder making such request will be solely responsible for its timely receipt by the Procurement Officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.2.3 Interpretation or Representations. The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.2.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.2.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.2.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

1.3 PRE-BID MANDATORY WALK THROUGH

A mandatory Pre-Bid Walk Through will be conducted at 10:30 a.m. on Friday April 3, 2009. Bidders should meet in the lobby of the Office of Public Assistance at 826 Shoreline Drive, Polson MT. Bidders are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors discovered upon examination of this IFB. All responses to questions at the Pre-Bid Walk Through will be oral and in no way binding on the State.

Bidders shall be responsible for acquainting themselves with all measurements and site conditions. Wherever indicated, square footage is an approximate only.

1.4 QUESTION AND ANSWER PERIOD

Questions regarding this bid must be submitted in writing to Procurement Officer Jennifer Garza by 2 p.m. on Tuesday April 14, 2009. Questions may be emailed to jgarza@mt.gov, submitted via fax to Attn: Jennifer Garza at 406-444-2851 or submitted via hardcopy to DPHHS/Purchasing Attn: Jennifer Garza 111 N Sanders Rm 8 Helena MT 59601.

Responses to questions received will be posted to the website by 5 p.m. on Friday April 17, 2009.

1.5 BID SUBMISSION

1.5.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB 0910030-JG. ***Bids must be received at the desk of the Procurement Officer prior to 2 p.m., local time on Thursday April 30, 2009.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

1.5.2 Late Bids. ***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.5.3 Bidder's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

1.5.4 Alternate Bids. Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

1.6 CHANGE OR WITHDRAWAL OF BIDS

1.6.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Procurement Officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.6.2 Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

1.7 BID AWARDS

1.7.1 Basis for Award. Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the invitation for bid.

1.7.2 Rejection of Bids. While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

SECTION 2: SPECIAL TERMS AND CONDITIONS

2.0 PREFERENCE NOT APPLIED

Reciprocal preference will not be applied to this purchase because federal funds are involved (ARM 2.5.408).

2.1 MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

2.2 COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

2.3 INSURANCE REQUIREMENTS

2.3.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

2.3.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

2.3.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of 1 Million per occurrence and 2 Million aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

2.3.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

2.3.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees,

and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

2.3.6 Certificate of Insurance/Endorsements. Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. The DPHHS Central Purchasing Office, 111 N Sanders Rm 8, Helena, MT 59601, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

2.4 CONTRACTOR PERFORMANCE ASSESSMENTS

The State may conduct assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. The Contractor will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response, and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

2.5 TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

2.6 CONTRACT TERMINATION

2.6.1 Termination for Cause with Notice to Cure Requirement. The State may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 10 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

2.6.2 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

SECTION 3: SPECIFICATIONS AND SCHEDULE

3.0 SPECIFICATIONS

3.0.1 Name of Supply or Service. Janitorial Services for 826/830 Shoreline Drive, Polson MT. These services are to be provided July 1, 2009 through June 30, 2010. Services are to be provided bi-weekly on Wednesday and Friday after 5 p.m. Friday's cleaning may be provided on Friday or on a weekend day.

3.0.2 Purpose/Use for Supply or Service. The State of Montana is determined to provide a clean, healthy and safe work environment for all state employees. Contractors will be required to adhere to the cleaning specifications in order to provide this service to all state employees. Prompt and courteous service to the state is required by the Contractor(s) to fulfill this obligation.

The Contractor will furnish all labor, equipment, supplies and materials needed to provide the Janitorial Services. This includes paper towel and toilet tissue, but excludes light bulbs.

3.1 CLEANING STANDARDS

3.1.1 Floor Sweeping and Vacuuming.

- A satisfactory or acceptably swept or vacuumed floor will not have dust streaks, marks, dirt in the corners, below radiators, behind doors, or under furniture and equipment.
- Furniture or other equipment moved during sweeping will be replaced.
- Wall bases, equipment doors and furniture will not be disfigured by sweeping mop or broom.
- After sweeping or vacuuming, the room will appear orderly and well attended.
- Do not use oil-emulsion, an oil base, or treated mop.

3.1.2 Damp Floor Mopping.

- Floors including office spaces, hallways, stairways, landings and library stacks will be mopped to remove dirt that remains on the floor surface that could not be removed by sweeping or dry cleaning.
- A satisfactory or acceptably damp mopped floor presents a clean appearance and is free from streaks, smears, dirt residue, heel and shoe marks, and water.
- Damp mopping is accomplished by the use of cotton mops, detergent solution and clean water.
- Application of free water sufficient to stand on the floor or seep into flooring joints will not be acceptable.

3.1.3 Floor Scrubbing.

- A floor that is satisfactory or acceptably scrubbed is without embedded dirt, cleaning solution, film, stains, marks or water.

a. Care and Treatment of Wood Floors.

- Damp mopping is preferred and wet mopping and scrubbing will be used only when the floor is very dirty.
- Avoid letting water stand on floors.
- No alkalis will be used in the cleaning of wood floors.
- All sealed or varnished wood floors will be finished with water emulsion floor finish and buffed.

b. Rest Room Floor Cleaning.

- Rest room floors (concrete or tile) will be swept and scrubbed.
- The immediate areas around urinals, sinks and toilets will be well scrubbed with disinfectant.

- Floors will be primarily cleaned using either manual or machine method of scrubbing to thoroughly and completely clean the area, removing all rubber heel or shoe marks, streaks, soiling and embedded dirt.
- The primary cleaning and rinsing will result in the thorough removal of soiling and embedded dirt without residue left in joints, crevices or corners.

c. Terra Cotta and laminate tile Surfaced Floors and Stairways.

- All acceptable floor care materials used on terra cotta and laminate tile floors will be applied in strict accordance with the manufacturer's printed directions and recommendations.
- Should a conflict occur between manufacturer's instructions and other instructions, the manufacturer's instructions shall prevail.
- Product shall not discolor the tiles.
- Contractor to approve product with Department prior to application.

3.1.4 Floor Finish Removal.

- Satisfactory or acceptable floor finish removal is accomplished when surfaces including wall cases have all finish removed, the surface has been rinsed with clear water, is clean, uniform in appearance and free of streaks, spots and standing water; no residue can be seen along floor edges near wall bases, movable furniture, or equipment in corners.

3.1.5 Floor Finish Application.

- A satisfactory or acceptable floor finish has a thin, even coating.
- Floor will be clean and bright in corners and under furniture as well as in other areas.
- No floor finish will be applied or allowed to remain on wall bases.
- Heavy traffic areas (entrance, lobbies, corridors, etc.) and those floor areas subject to excessive wear will receive a light coat application and be buffed to a uniform sheen following each damp mopping.
- In order for the buffing to be satisfactory or acceptable, all areas will be buffed sufficiently for maximum gloss and uniform sheen leaving no soil, heavy marks, streaks, brush marks, or scratches.
- A minimum of two (2) coats of finish shall be required.

3.1.6 Dusting.

- A satisfactory or acceptably dusted surface is free of all dust, dust streaks, lint, cobwebs, dirt, oily streaks or stains from contact with oily dusters.
- The dust must be removed completely, not scattered around.
- Typewriters and other business machines, electronic cabinets, consoles, plotting boards, and equipment of a similar nature will not be dusted.
- Low and high dusting shall include but not be limited to horizontal and vertical cleaning of files, cabinets, fixtures office partitions and similar equipment, windows, doors, overhead pipe, exposed ducts, ceilings and walls.
- Dusting of heating and air conditioning equipment shall include exterior portions of the unit heaters, air conditioners and air conditioning grills.

3.1.7 Plumbing and Rest Room Fixtures and Drinking Fountains.

- Acceptably cleaned toilets, room fixtures, and rooms have no objectionable odors.
- Wash bowls, bath tubs, showers, toilet bowls and urinals will be clean, bright, without soap films, scratches, corrosion and incrustation; edges, crevices, traps, holes and rims will be clean.
- Dispensers will be filled and in working condition.
- There will be no markings on walls, cabinets, tops, hardware and fixtures.
- Floor, wainscoting and partitions will be clean and bright.
- All metal fixtures and other hardware and adjacent surfaces will be clean and bright.
- Do not use acids, strong alkaline or metal cleaning utensils on any porcelain surfaces.
- Care shall be taken to prevent entrance of cleaning solution or water between fixture and the wall during cleaning.

- Disinfectants will be used on toilet bowls, floors, partitions and other fixtures.
- Solid crystal or liquid dispensing deodorant may be required.
- Rest room supplies will be supplied by the contractor.

3.1.8 Surface Cleaning.

- Glass is satisfactorily or acceptably cleaned when the glass surface is without spots, streaks, film, water deposits or stains and has a uniformly bright appearance with all adjacent surfaces wiped clean and dry.
- All interior glass including mirror, glass cabinets, display cases, desk tops, glass entrances, partition plastics and exterior window glass including spandrel glass shall be cleaned.
- Use of a "tucker pole" for exterior window cleaning will be approved for windows or spandrel glass cleaning over 25 feet above ground level.
- When a "tucker pole" is approved for use, windows will be cleaned to the Department's satisfaction.
- Metal is satisfactorily or acceptably cleaned when all surfaces are without deposits or tarnish and have a uniformly bright appearance with all adjacent surfaces wiped free of cleanser, scum, film and streaks.
- A surface adequately and acceptably spot cleaned has been substantially cleaned of recent dirty hand prints, coffee stains or other recent soiling, streaks, and film, walls wainscoting, door and trim shall be included, but shall not limit the areas cleaned.

3.1.9 Cleaning and Polishing Furniture.

- All finished surfaces will be cleaned and have an adequate application of furniture polish leaving a smooth gloss or sheen.
- It is preferred that the Contractor use polishes that contain waxes mixed with oil to brighten and protect the finished surfaces.
- No oily, sticky residue will be accepted.
- Polish shall be applied on the surfaces as intended by the manufacturer's directions.
- Plastics and imitation leather coverings shall be cleaned with a detergent solution.
- Leather coverings shall be cleaned with a combination cleaner and polish.
- Acceptably cleaned furniture, metal, wooden or upholstered including office and conference room chairs will be free from all wax, scuff marks, water marks, dust, dirt and cobwebs.

3.1.10 Waste Receptacles.

- Waste receptacles consist of waste paper baskets, refuse containers, etc.
- All containers shall be emptied with trash and paper removed from the building and deposited in the collection facilities provided.
- All waste receptacles will be free from deposits, dirt, streaks and odors.
- Liners are required in all waste receptacles and shall be changed as often as necessary in order to maintain a clean and sanitary condition.

3.1.11 Venetian Blinds.

- An acceptably clean blind will be free of dust deposits and film.
- Paint coatings will not be damaged.

3.1.12 Light Fixtures.

- All exposed light fixtures and accessible components including, but not limited to shades, louvers, diffusers, housings, skylights, bulbs and tubes will be free from dust, dirt and bugs and wiped clean with a treated cloth.
- Light covers will be washed and wiped dry as necessary.

3.1.13 Cleaning mats.

- Soil and dirt removing mats at all building entrances will be cleaned free of dirt, dust and other soiling materials.
- Dirt and dust deposits under the mats will be completely removed and clean mats carefully replaced.

- Soil removing entrance mats will be supplied by the Contractor for all building entrances.

3.1.14 Brass Cleaning and Polishing.

- All brass/bronze hardware and fixtures will be cleaned as necessary to provide a uniformly bright, clean, unmarred and untarnished surface free from cleaning marks, residue and finger prints.
- Brass plated fixtures shall not be cleaned with abrasive agents.

3.1.15 Wall Washing, Rest Room and Shower Stalls.

- Rest room, shower ceramic and hard finish wall washing, shall be acceptable if bright and clean, including joints in tile, and must be free of film, streaks, deposits and soiling.

3.1.16 Carpet Care-Vacuuming.

- All carpets including carpet runners will be vacuumed with a commercial upright vacuum, beater type with power head and all cornering and edging will be done with the proper edging tool; bags will be changed often enough to assure thorough cleaning.
- Vacuum cleaning of rugs or carpets is acceptable and satisfactory when the entire surface, including corners, edges, below radiators, behind doors and under furniture, is free of dirt, dust, stains, spots or other deposits.
- Wall bases, equipment, doors and furniture will not be disfigured by the cleaning equipment.
- Furniture or other equipment moved during the vacuuming will be replaced and the room will appear orderly and well attended.

3.1.17 Carpet Care – Deep Cleaning.

- Cleaning is acceptable and satisfactory when the carpet is free of dirt, dust, stains, or other deposits.
- Cleaning will be accomplished by dry cleaning, steam extraction or other method that does not cause damage to the carpet or rugs.
- Care must be taken to protect areas with communication and electrical channels beneath the carpet; no moisture shall be allowed to seep into the channeled are.
- Carpets shall be vacuumed with a commercial vacuum machine with a power head after the carpet has dried. Surface cleaning will not be considered acceptable.
- Care should be taken to protect metal objects such as desks, bookcases, and equipment stands from rusting into or discoloring the carpet.
- Carpet tile shall be shampooed according to manufacturer's specifications.
- Contractor furnished equipment shall be the size and type best suited for accomplishing the various phases of work.
- It shall be suitable for operation from existing sources of the Department furnished electrical power and shall have a low noise level of operation.
- Equipment considered by the Department to be improper or dangerous to Department owned buildings and/or furnishings will be removed and replaced by the Contractor with satisfactory equipment.

3.1.18 Equipment Care and Maintenance.

- Floor and wall maintenance equipment used in custodial services will receive proper care and maintenance thereby maintaining its full operating condition, be properly supplied with brushes, pads and burnishers suitable for the required task, and not mar or damage Department owned buildings and/or equipment.
- All electrical equipment will be equipped with approved operable safety devices and not present a safety problem to the contractor's employees, Department employees, buildings and/or furnishings.

3.1.19 Equipment and Supply Storage.

- Janitorial closets may be made available to the contractor without cost for storage of equipment and materials, at the discretion of the Department.
- The contractor will be responsible for the safety, orderliness and cleanliness of the storage area.

- The Department will not be responsible in any way for the contractor's supplies, materials, equipment or personal belongings that may be damaged or lost by fire, theft, or accident.
- The storage space will be provided with doors and locks whenever such possible.
- Equipment and supplies shall only be kept in areas reserved for such equipment and supplies.

3.1.20 Damages to Finishes and Appurtenances.

- Building finishes or appurtenances soiled or damaged due to the contractor's operations must be cleaned, repaired, replaced, or restored to a condition not less than that existing immediately prior to the damage and without cost to the Department.
- Misuse or abuse of Department property will be reason for action under the terms of the contract. Chairs or other furniture will not be abused.
- Caster furniture will not be used as carts for transporting trash cans, etc.

3.1.21 Clean-Up.

- All contractor supplies, equipment, and machines must be kept out of traffic lanes or other areas where they might be hazardous or unsightly and will be removed at the end of each work period or secured in lockers or other facilities provided for this purpose.
- Cloths, mops or brushes containing flammable materials must be disposed of or stored in approved air tight metal containers.
- All dirt and debris resulting from work under this contract must be disposed of at the completion of work in the receptacles provided.
- Mops must be thoroughly rinsed, sanitized and properly stored to dry and any mop buckets must be rinsed and stored dry.
- Other debris must be disposed of by depositing into the proper trash collection container.

3.1.22 Cleaning Techniques.

- Cleaning techniques detailed in the contract are intended to assure acceptable outcomes.
- Alternative cleaning techniques which provide equal outcomes may be approved by the Department.

3.2 SCHEDULE

3.2.1 Work Schedule.

- Cleaning will be performed bi-weekly on Wednesday and Friday after 5 p.m. Friday's cleaning may be performed on Friday or on a weekend day.

3.2.2 Exceptions to Regular Service.

- Locked storage areas, boiler rooms, and machine rooms do not require regular service.

3.2.3 Bi-Weekly Requirements.

- Vacuum offices and all carpeted area; spot clean as needed.
- Empty all waste receptacles; replace liners as needed.
- Clean and sanitize restroom, sweep and damp mop floor. Refill dispensers.
- Dust office furnishings.
- Clean and sanitize telephones.
- Sweep stairs and dust railings.
- Sweep and damp mop all hard surface floors.
- Remove smudge and kick marks from all doors and walls

3.2.4 Monthly Requirements.

- Clean windows inside.

3.2.5 Bi-Annual Requirements.

- Deep carpet extractive cleaning.
- Strip and wax all hard tile surfaces twice annually (approx. every 6 months- spring & fall).
- Dust light fixtures

- Dust all high areas and window sills.

3.2.6 Additional Cleaning Requirements.

- Clean outside window glass in spring and fall.

3.2.7 Modifications.

- No claim for extra work done or materials furnished by the contractor other than stated herein shall be allowed by the Department unless it is ordered by the Department in writing.
- Any additional work accomplished or materials furnished by the Contractor without a written order shall be at the Contractor's risk, cost or expense.
- The Contractor further agrees that unless a written order is received, he/she will make no claim for liability or compensation for work or materials furnished.
- Increase or decrease in required services may be negotiated in writing between the Agency and the Contractor.

3.2.8 Emergency Services.

- The Contractor may be requested to perform emergency services should the need arise. The Department shall determine whether an emergency condition exists.
- The Contractor shall supply all labor and materials required to perform the emergency cleaning services.
- All emergency charges will be negotiated with the Contractor for labor and materials.

3.3 SUPERVISION

- Contractor must supply experienced janitorial supervisors. The supervisor will be responsible for instructing and training the Contractor's personnel in proper and specified work methods and procedures. They will direct, schedule and coordinate all janitorial services and functions to completely accomplish the work as required by the contract and as specified herein.
- The Contractor or competent representative will be available Monday through Friday of each week to receive information, instruction, or complaints regarding janitorial services.
- The Contractor must ensure that doors and windows are closed and locked and the alarm system is properly set, unless a Department employee is still in the building.

3.4 TRAINING

The Contractor is responsible for instructing and training their personnel in proper work methods and procedures. The agency may require the Contractor to submit a detailed training program addressing the following:

- New hire training
- Specific work site training
- Continuous follow-up training
- Safety plan training
- Customer service relation

3.5 SAFETY

3.5.1 Safety Measures. The contractor is responsible for instructing employees in safety measures considered appropriate. Mops, brooms, or any equipment shall not be permitted in traffic lanes or other locations in such a manner as to create safety hazards by the contractor or his/her employees. The Contractor will provide, place or remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing operations.

3.5.2 Safety Plan. The Contractor will provide the State of Montana with its current safety plan. The plan should address proper clothing, storage, exposure, transportation, safety equipment, and approved methods of the management, handling and treatment of hazardous materials.

3.5.3 Unusual Situations. The Contractor shall instruct its employees to call the appropriate city/county emergency personnel, leave the premises, or call the Department's contact, whichever is appropriate for unusual situations such as intruders, fire, leaking water, etc. The Contractor shall supply his/her employees with current fire, police or sheriff department's emergency telephone numbers.

3.6 SPECIAL REQUIREMENTS

3.6.1 Background Investigations. The State reserves the right to require that all custodians cleaning state facilities have a background investigation initiated or completed prior to employment. This investigation should include but is not limited to:

1. Fingerprint I.D. check
2. Active past employer reference check
3. Past residence history.

Files shall be maintained regarding these investigations. The State will conduct inspections of these background investigations to ensure compliance and appropriateness of hire.

SECTION 4: PRICING SCHEDULE

4.0 PRICES

4.0.1 Taxes, Shipping, and Invoicing. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

4.0.2 Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

4.0.3 Monthly Rate. Contractor will be paid a flat monthly rate. The Department reserves the right to increase or decrease the square footage area to be cleaned in buildings that are included in this contract and negotiate a mutually acceptable rate with the Contractor.

4.0.4 Monthly Invoice. Monthly invoice will be submitted by the Contractor and sent to: DPHHS Fiscal Services Division P.O. Box 4210 Helena MT 59604. Invoices must reference the contract number.

SECTION 5: CONFIDENTIALITY AND HIPAA REQUIREMENTS

5.0 CONFIDENTIALITY. The Contractor must, during and after the term of this Contract, protect confidential consumer and recipient information obtained and used in the performance of contractual duties and responsibilities under this Contract in accordance with applicable legal and policy authorities. All material and information containing consumer and recipient personal information provided to the Contractor by the Department or acquired by the Contractor on behalf of the Department, whether verbal, written, magnetic media, or in other forms, is to be regarded as confidential information and may only be used or disseminated by the Contractor, its subcontractors, or agents for the purposes allowed for under this Contract and any governing legal and policy authorities.

5.1 HIPAA CERTIFICATION. The Contractor, in relation to individually identifiable health information, must comply with the privacy and security requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the regulations implementing those requirements at 45 CFR Part 160 and Subparts A, C, and E of Part 164 as they may be applicable to the Contractor and the services provided through this Contract. Attachment B to this contract provides information as to where the Contractor may access the relevant HIPAA legal authorities and the interpretative direction provided by the federal government. The Department's Certification Form, signed by the Contractor and incorporated as Attachment A to this Contract provides for the Contractor's certification of its determination as to whether it is legally subject to the HIPAA privacy requirements and, if subject to the HIPAA, certification of its determination that it is fully in compliance with HIPAA.

5.2 COMPLAINTS. The Contractor must notify the Department in writing within five work days in the event that 1) a complaint is lodged with the Office of Civil Rights (OCR) of the Department of Health and Human Services alleging that determines that the Contractor is not in compliance with HIPAA, 2) the Office of Civil Rights (OCR) of the Department of Health and Human Services determines that the Contractor is not in compliance with HIPAA, or 3) an administrative action or litigation is initiated against the Contractor based on any legal authority pertaining to the protection of confidential information. The Contractor must provide with any notice a copy of the relevant administrative complaint, determination or legal complaint.

5.3 FAILURE TO COMPLY. Failure of the Contractor to be in compliance with this provision, the Department's policies protecting confidential information, or federal and state legal authorities, inclusive of HIPAA, governing the protection of confidential information is cause for termination of this Contract by the Department.

ATTACHMENT A

Department Certification Form. Upon award of contract, this completed form will be required as part of the contract.

ATTACHMENT B

Sources of Information. This form is for sources of information only regarding HIPAA requirements.

ATTACHMENT C

Assurances – Non-Construction Programs. Upon award of contract, this completed form will be required as part of the contract.

ATTACHMENT A

DEPARTMENT CERTIFICATION FORM

CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES CONTRACTORS (DECEMBER 2006)

The Contractor, _____, for the purpose of contracting with the Montana Department of Public Health & Human Services, certifies to the Department its compliance, as may be applicable to it, with the following:

- A. That the Contractor does not act in collusion with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.
- B. That the Contractor is an independent contractor; that it maintains necessary and appropriate workers compensation and unemployment insurance coverage; that it is solely responsible for and must meet all labor and tax law requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- C. That the Contractor, any employee of the Contractor, or any significant subcontractor in the performance of the duties and responsibilities of the proposed contract, are not currently suspended, debarred, or otherwise prohibited from entering into a federally funded contract or participating in the performance of a federally funded contract.
- D. That the Contractor is in compliance with all of the privacy, security, electronic transmission, coding and other requirements of the Health Insurance Portability And Accountability Act of 1996 and its implementing rules as may be applicable to the Contractor.
- E. That the Contractor, if receiving federal monies, does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying federal and state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- F. That the Contractor, if receiving federal monies, prohibits smoking at any site of federally funded activities that serves youth under the age of 18. This is not applicable to sites funded with Medicaid monies only or to sites used for inpatient drug or alcohol treatment.
- G. That the Contractor, if receiving federal monies, maintains drug free environments at its work sites, providing required notices, undertaking affirmative reporting, et al., as required by federal legal authorities.
- H. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- I. That the Contractor, if receiving federal monies, is not delinquent in the repayment of any debt owed to a federal entity.
- J. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.

- K. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- L. That the Contractor, if receiving \$100,000 or more in federal monies, complies with all applicable standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the federal Energy Policy and Conservation Act.

The Contractor is obligated during the duration of the contractual relationship to abide by those requirements pertinent to it in accordance with the governing legal authorities.

Not all of these assurances may be pertinent to the Contractor's circumstances. This certification form, however, is standardized for general use and signing it is intended to encompass only provisions applicable to the circumstances of the Contractor in relation to the federal and state monies that are being received.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as **"ASSURANCES - NON-CONSTRUCTION PROGRAMS"**, issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, that the Contractor may have to provide by certification.

This form, along with OMB Standard Form 424B, are to be provided with original signature to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent purchase and contract files.

Further explanation of several of the requirements certified through this form may be found in the Department's standard Request For Proposal (RFP) format document, standard contracting requirements document, and set of standard contract provisions. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for Office for Management of the Budget (OMB) and the General Services Administration (GSA).

Contractor Name

By: _____ Date _____

Typed/Printed Name as _____
Title

Address

Phone Number

Federal I.D. Number

ATTACHMENT B

Revised 9/06 OLA

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA. The Department of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA.

There can be difficulty in interpreting the applicability of HIPAA to an entity and its activities. It is advisable to retain knowledgeable consultants or attorneys to provide advice concerning determinations of applicability.

The websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA requirements. These are public sites.

- 1) U.S. Department Of Health & Human Services/Centers for Medicare & Medicaid Services

www.cms.gov/hipaa

The federal Department of Health & Human Services/Centers for Medicare & Medicaid Services (CMS) provides information pertaining to transactions, security and privacy requirements under HIPAA including the adopted regulations and various official interpretative materials. CMS is responsible for the implementation nationally of the transactions and security aspects of HIPAA.

- 2) U.S. Department Of Health & Human Services/Office of Civil Rights

www.hhs.gov/ocr/hipaa

The federal Department of Health & Human Services/Office of Civil Rights (OCR) provides information pertaining to privacy requirements under HIPAA including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy aspects of HIPAA and serves as both the official interpreter for and enforcer of the privacy requirements.

- 3) U.S. Department Of Health & Human Services/Centers for Disease Control & Prevention

www.cdc.gov/privacyrule

The federal Department of Health & Human Services/Centers for Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

OTHER NATIONAL PUBLIC RESOURCES

WEDI/SNIP

www.wedi.org/snip/

The Workgroup for Electronic Data Interchange is a collaborative national effort, inclusive of the federal entities, that has undertaken a broad effort at the implementation of HIPAA, in particular the electronic transactions and security aspects, known as the Strategic National Implementation Process. There are several regional and state based WEDI/SNIP efforts. There is not one, however, that covers Montana.

STATE RESOURCES

Department Website for Medicaid Providers

www.mtmedicaid.org

This site provides information for providers of services funded with Medicaid monies. HIPAA requirements in relation to Medicaid state plan services are described at this site.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources have proven to be inappropriate for certain types of entities and circumstances and some may lack the necessary knowledge concerning the applicability and implementation of HIPAA.

ATTACHMENT C

OMB Approval No. 0348-0040

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L.88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-2S5), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and 111 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-33.3), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

Standard Form 242B (Rev. 4/92) back

IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid